

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Airport

AGENDA DATE: February 11, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombrana, A.A.E. 780-4793

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Director of Aviation be authorized to sign the following T-Hangar Rental Agreements by and between the City of El Paso and the U.S. Department of Homeland Security, Customs and Border Protection, Air & Marine Facilities, each for a five year term:

Lease No. HSBP-1112-L-DA00336	T-Hangar CC-2	\$2640.00/yr
Lease No. HSBP-1112-L-DA00335	T-Hangar CC-4	\$2640.00/yr
Lease No. HSBP-1112-L-DA00337	T-Hangar W-2	\$1320.00/yr
Lease No. HSBP-1112-L-DA00338	T-Hangar W-4	\$1320.00/yr

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

These leases date back as far as 1987. In the past the Agreements have been renewed each year for a one year term. The Government wishes to enter into agreements with a five year term.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

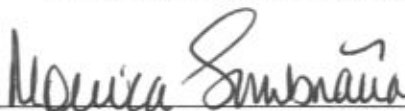
N/A Revenue Generating

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Aviation be authorized to sign four (4) separate T-Hangar Rental Agreements by and between the City of El Paso and the U.S. Department of Homeland Security, Customs and Border Protection, Air & Marine Facilities, each for a five year term.

Dated this ____ day of _____ 2013.


CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

STATE OF TEXAS)
)
COUNTY OF EL PASO) **T-HANGAR RENTAL AGREEMENT**
) **LEASE NO. HSBP-1112-L-DA00337**

THIS T-HANGAR RENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the CITY OF EL PASO (hereinafter referred to as "City") and U.S. DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION AIR & MARINE FACILITIES (hereinafter referred to as "Tenant" or "Government").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the City and Tenant agree as follows:

ARTICLE I - TERM

The Term of this Agreement shall begin on February 1, 2013 through September 30, 2017 ("Primary Term). Tenant may upon expiration of the primary term, exercise its option to renew this Agreement, from October 1 to September 30 on an annual basis for an additional five year period. Should Tenant hold over the expiration of the primary Term, or any extension thereof, such tenancy shall be from month to month on all terms, covenants and conditions of this Agreement, provided adequate appropriations are provided by Congress for the payment of Rentals.

Government may terminate this Lease at any time by giving at least 120 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of the mailing indicated by the postmark."

ARTICLE II - PREMISES

City hereby rents to Tenant the premises described in paragraph 2.01, Description of Premises, of this Article subject to the terms, conditions, covenants and agreements set forth herein and to any ordinances, rules and regulations having effect at the Airport, at any time during the term of this Agreement

2.01 Description of Premises. The Premises herein leased are known as T-Hangar W-2 (hereinafter referred to as "Premises"), more fully described in Exhibit A, hereto attached and incorporated herein.

2.02 Use of Premises. Tenant agrees and acknowledges that the Premises are being leased for the purpose of housing the aircraft described below, together with such items or equipment reasonably necessary to keep the Premises or the aircraft clean, and to perform preventive aircraft maintenance.

Make: VARIOUS Number of Engines: VARIOUS

Model: VARIOUS Number of Seats: VARIOUS

Year: VARIOUS Aircraft Registration Number: VARIOUS

Other Registered Owners: N/A

**Tenant agrees that such aircraft to be stored shall not be so large as to preclude the closing of the doors.

Tenant warrants that he/she is a registered owner of such aircraft to be stored on the Premises. Tenant shall immediately notify the Director of Aviation, in writing, of the description of any aircraft hangared in the T-Hangar, which is different from the aircraft described hereinabove, or of any change in registered ownership of said aircraft. **On or before the commencement date of this Agreement, Tenant shall provide a copy of the permanent FAA Certificate of Aircraft Registration establishing Tenant's ownership of the Aircraft being stored.** If ownership is evidenced by a lease, such lease must be an exclusive-use lease wherein Tenant is the ONLY authorized user of the aircraft. Upon the request of the Director of Aviation, Tenant will provide a copy of said lease.

2.03 General Privileges. City shall provide Tenant with access to the Premises, taxiways, ramps, and runways for aircraft operations, as needed. City shall further provide Tenant with a security gate access card (Security Identification Display Area (SIDA) badge) badge upon receipt of payment to City in the non-refundable amount of ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. The annual renewal fee is TWENTY-FIVE DOLLARS (\$25.00) per SIDA badge. In the case of a corporate or government tenant, where more than one SIDA badge is required, City, in its sole discretion, shall issue a reasonable number of such SIDA badges, upon receipt of payment of FIFTEEN DOLLARS (\$15.00) for each additional SIDA badge to be issued. The reimbursement cost to the City for lost or unreturned SIDA badges shall be ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return all SIDA badge(s) to the Director of Aviation. Any amounts paid by Tenant, for the issuance of such SIDA badges, shall be refunded to Tenant upon return of such SIDA badges; provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the SIDA badges are returned in a good and useable condition as determined solely by the Director of Aviation. City, in its sole discretion, may increase its fees related to SIDA badges, and Tenant will be advised of any increase.

City shall also provide Tenant with a padlock and key to be used to secure the Premises upon receipt of a refundable payment of THIRTY DOLLARS (\$30.00). Tenant agrees that the Premises may be secured only by this padlock and that any other padlock or other securing device placed on the T-Hangar will be removed by City immediately without notice to Tenant and without any liability to City. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return such padlock to the Director of Aviation. Any amounts paid by Tenant for issuance of such padlock shall be refunded to Tenant upon return of such padlock, provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the padlock is returned in a good and useable condition, as determined solely by the Director of Aviation.

2.04 Use Restrictions. Tenant agrees that storage of any items not listed in paragraph 2.02 of this Agreement, including, but not limited to, materials or equipment, spare parts, tools (other than hand held tools), is prohibited. Tenant shall not make any changes or alterations to the Premises.

Tenant agrees that failure of Tenant, its agents, employees, invitees, or servants to comply with this paragraph shall result in a material breach of this Agreement and shall permit City to pursue the remedies as set forth in paragraph VI hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which City may resort cumulatively, or in the alternative.

2.05 Use of Restricted Area. Tenant agrees that its agents, employees, servants, invitees, and all other third parties must be individually authorized by the Director of Aviation to enter the Restricted Areas of the Airport. Tenant agrees that in the event that the Federal Aviation Administration assesses a civil penalty against the Airport as a result of any act or failure to act on the part of Tenant, its agents, employees, servants, and invitees, Tenant will immediately reimburse City in the amount of the civil penalty assessed. Tenant agrees that entry into such area shall be in accordance with the El Paso City Code and FAA regulations, including the Airport Security Plan.

2.06 Motor Vehicles. Short-term vehicle parking is allowed within the Premises while the aircraft is out. Vehicles may be parked on the pavement adjacent to the Premises only when Tenant is present, provided taxiway access is not blocked. Vehicle may not be left unattended outside the Premises at any time.

Vehicles may be driven only in the T-hangar area to and from the T-hangar gate, only by a licensed driver.

ARTICLE III - RENTAL AND FEES

3.01 Rentals. For the privileges and rights herein granted, Tenant shall pay City the sum of \$110.00 per month in arrears throughout the term of this Agreement. In the event the commencement or expiration date of this Agreement falls on any date other than the first or last of a calendar month, the applicable rental for that month shall be pro-rated on a daily basis.

3.02 Delinquent Rentals. See Clause 23 of the General Clauses (Exhibit B) attached hereto and made a part hereof, which references 48 CFR 552.232-75 Prompt Payment (SEP 1999).

3.03 Place of Payment. All rentals, fees or other charges provided herein shall be by Electronic Funds Transfer to City.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.01 Tenant's Responsibilities. Tenant shall maintain the Premises in a clean, neat and sanitary condition, free of sand, trash, refuse and debris and shall promptly report to City any defects in the Premises requiring maintenance. Tenant further agrees that it shall, before storing aircraft on the Premises, provide a metal drip pan to be placed under any part of the aircraft, which may leak fuel or lubricants. Tenant shall be liable for the cost of repairs to the Premises.

4.02 DISCLAIMER OF WARRANTY. CITY EXPRESSLY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE ARISE BY OPERATION OF LAW. CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE AND THAT THE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. TENANT AGREES THAT IT IS ACCEPTING THE PREMISES "AS IS".

4.03 Compliance. Tenants, employees, invitees and subcontractors shall abide by all Airport rules and state, federal and local statutes and regulations, including environmental laws regarding the handling, discharge, release and dumping of hazardous substances. Tenant shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines or application of hazardous substances. Tenant shall indemnify the City for any violation of an environmental law and shall immediately notify City of any correspondence received from regulatory agencies on this matter. City reserves the right to "self help" or similar remedy in order to minimize any damages, expenses, penalties and related fees and costs, arising from or related to a violation of any law on, under or about the Premises.

ARTICLE V - ASSIGNMENT, TRANSFER AND SUBLETTING

Tenant shall not sell, assign, sublet or transfer any rights or privileges granted by this Agreement without the prior written approval of the Director of Aviation.

ARTICLE VI - CANCELLATION

This Agreement shall be subject to immediate cancellation by the City in the event Tenant shall:

1. Be in arrears in the payment of all or part of the rental amount for a period of three (3) days after Tenant is notified that payment was not received when due:
2. Default in the performance of any covenants, conditions or agreements required herein to be kept and performed by Tenant for a period of ten (10) days after Tenant has been notified of such default, except for a violation of Article V;
3. Make any general assignment for the benefit of creditors;
4. Sell, assign, sublet or transfer any rights or privileges of this Agreement without the written approval of the Director of Aviation as required in Article V of this Agreement; or
5. Violate any of the provisions of Article II, Paragraph 2.02.

In any of the aforesaid events, the City may cancel this Agreement immediately and take immediate possession of the Premises, including any and all improvements therein, and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of the City to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of the City to cancel this Agreement by reason of any subsequent violation of the terms herein.

No receipt or acceptance of money by the City from Tenant after the cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit, or imply consent for any action for which City's consent is required or operate as a waiver of any right of City to retake and resume possession of the Premises.

ARTICLE VII - SURRENDER OF POSSESSION

Upon the expiration or cancellation of this Agreement, Tenant's rights, privileges and use of all premises and facilities shall cease and Tenant shall immediately surrender the same. Tenant shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear accepted.

ARTICLE VIII - INDEMNIFICATION

Tenant agrees to indemnify and hold City, its officers, agents, and employees harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the use of the Premises by Tenant, or from any breach on the part of Tenant of any terms of this Agreement, or from any act of negligence of Tenant, its agents, employees, contractors, or licensees in or about the Premises. In case of any action or

proceeding brought against City by reason of any such claim, Tenant, upon notice from City, agrees to defend the action or proceeding by counsel acceptable to City.

ARTICLE IX - GENERAL PROVISIONS

9.01 Liability for Property Damage. City shall not be liable for damage or loss to aircraft or other personal property stored on the Premises. Tenant agrees that its aircraft and other personal property is stored at Tenant's sole risk.

9.02 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.03 Nondiscrimination Assurances.

- (1) Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, national origin, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart.
- (2) Tenant covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities in compliance with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.
- (3) Tenant, for themselves, heirs, personal representative, successors and assignees do hereby covenant and agree to abide by local, state and federal guidelines regarding nondiscrimination, including Title VI, the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- (4) Tenant does covenant that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color or nation original shall be excluded from participation in, denied the benefits of, or otherwise by

subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.

9.04 Notices. All notices to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

CITY: City Clerk
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79999

with a copy to: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

TENANT: U.S. Department of Homeland Security
Customs and Border Protection
Air & Marine Facilities
Attn: Lease Acquisition and Administration Branch
150 Westpark Way, Suite 300
Euless, Texas 76040

9.05 Inspection of Premises. The Director of Aviation or his designee shall have the right, at any time, to inspect the Premises for any purpose.

9.06 Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto.

ARTICLE X – GENERAL CLAUSES

See Exhibit B, General Clauses, are attached hereto and made a part hereof of this Agreement.

ARTICLE XI – REPRESENTATIONS AND CERTIFICATIONS

See Exhibit C, Representations and Certifications are attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this _____
day of _____ 2013.

THE CITY OF EL PASO

Monica Lombraña, A.A.E.
Director of Aviation

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Jerry L. Bettendorf
Deputy Director of Aviations-Operations

TENANT:
U.S. DEPARTMENT OF HOMELAND SECURITY
Customs and Border Protection
Air & Marine Facilities

By: _____
Printed Name: DENNIS H. HAESSIG
Title: Realty Contracting Officer, Air Marine Facilities

WORK PHONE: (817) 868-8964

EMERGENCY PHONE: _____

EMAIL: DENNIS.HAESSIG@cbp.dhs.gov

T-HANGAR/TIE-DOWN/HEAVY AIRCRAFT PARKING AGREEMENTS

EMERGENCY CONTACT

Name: _____

Address: _____

Work Phone: _____

Cell Phone: _____

OTHER AIRCRAFT USERS

Name: _____

Cell Phone: _____

Address: _____

STATE OF TEXAS)
)
COUNTY OF EL PASO) **T-HANGAR RENTAL AGREEMENT**
) **LEASE NO. HSBP-1112-L-DA00335**

THIS T-HANGAR RENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the CITY OF EL PASO (hereinafter referred to as "City") and U.S. DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION AIR & MARINE FACILITIES (hereinafter referred to as "Tenant" or "Government").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the City and Tenant agree as follows:

ARTICLE I - TERM

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Government may terminate this Lease at any time by giving at least 120 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of the mailing indicated by the postmark."

ARTICLE II - PREMISES

City hereby rents to Tenant the premises described in paragraph 2.01, Description of Premises, of this Article subject to the terms, conditions, covenants and agreements set forth herein and to any ordinances, rules and regulations having effect at the Airport, at any time during the term of this Agreement

2.01 Description of Premises. The Premises herein leased are known as T-Hangar CC-4 (hereinafter referred to as "Premises"), more fully described in Exhibit A, hereto attached and incorporated herein.

2.02 Use of Premises. Tenant agrees and acknowledges that the Premises are being leased for the purpose of housing the aircraft described below, together with such items or equipment reasonably necessary to keep the Premises or the aircraft clean, and to perform preventive aircraft maintenance.

Make: VARIOUS Number of Engines: VARIOUS
Model: VARIOUS Number of Seats: VARIOUS
Year: VARIOUS Aircraft Registration Number: VARIOUS
Other Registered Owners: N/A

**Tenant agrees that such aircraft to be stored shall not be so large as to preclude the closing of the doors.

Tenant warrants that he/she is a registered owner of such aircraft to be stored on the Premises. Tenant shall immediately notify the Director of Aviation, in writing, of the description of any aircraft hangared in the T-Hangar, which is different from the aircraft described hereinabove, or of any change in registered ownership of said aircraft. **On or before the commencement date of this Agreement, Tenant shall provide a copy of the permanent FAA Certificate of Aircraft Registration establishing Tenant's ownership of the Aircraft being stored.** If ownership is evidenced by a lease, such lease must be an exclusive-use lease wherein Tenant is the ONLY authorized user of the aircraft. Upon the request of the Director of Aviation, Tenant will provide a copy of said lease.

2.03 General Privileges. City shall provide Tenant with access to the Premises, taxiways, ramps, and runways for aircraft operations, as needed. City shall further provide Tenant with a security gate access card (Security Identification Display Area (SIDA) badge) badge upon receipt of payment to City in the non-refundable amount of ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. The annual renewal fee is TWENTY-FIVE DOLLARS (\$25.00) per SIDA badge. In the case of a corporate or government tenant, where more than one SIDA badge is required, City, in its sole discretion, shall issue a reasonable number of such SIDA badges, upon receipt of payment of FIFTEEN DOLLARS (\$15.00) for each additional SIDA badge to be issued. The reimbursement cost to the City for lost or unreturned SIDA badges shall be ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return all SIDA badge(s) to the Director of Aviation. Any amounts paid by Tenant, for the issuance of such SIDA badges, shall be refunded to Tenant upon return of such SIDA badges; provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the SIDA badges are returned in a good and useable condition as determined solely by the Director of Aviation. City, in its sole discretion, may increase its fees related to SIDA badges, and Tenant will be advised of any increase.

City shall also provide Tenant with a padlock and key to be used to secure the Premises upon receipt of a refundable payment of THIRTY DOLLARS (\$30.00). Tenant agrees that the Premises may be secured only by this padlock and that any other padlock or other securing device placed on the T-Hangar will be removed by City immediately without notice to Tenant and without any liability to City. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return such padlock to the Director of Aviation. Any amounts paid by Tenant for issuance of such padlock shall be refunded to Tenant upon return of such padlock, provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the padlock is returned in a good and useable condition, as determined solely by the Director of Aviation.

2.04 Use Restrictions. Tenant agrees that storage of any items not listed in paragraph 2.02 of this Agreement, including, but not limited to, materials or equipment, spare parts, tools (other than hand held tools), is prohibited. Tenant shall not make any changes or alterations to the Premises.

Tenant agrees that failure of Tenant, its agents, employees, invitees, or servants to comply with this paragraph shall result in a material breach of this Agreement and shall permit City to pursue the remedies as set forth in paragraph VI hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which City may resort cumulatively, or in the alternative.

2.05 Use of Restricted Area. Tenant agrees that its agents, employees, servants, invitees, and all other third parties must be individually authorized by the Director of Aviation to enter the Restricted Areas of the Airport. Tenant agrees that in the event that the Federal Aviation Administration assesses a civil penalty against the Airport as a result of any act or failure to act on the part of Tenant, its agents, employees, servants, and invitees, Tenant will immediately reimburse City in the amount of the civil penalty assessed. Tenant agrees that entry into such area shall be in accordance with the El Paso City Code and FAA regulations, including the Airport Security Plan.

2.06 Motor Vehicles. Short-term vehicle parking is allowed within the Premises while the aircraft is out. Vehicles may be parked on the pavement adjacent to the Premises only when Tenant is present, provided taxiway access is not blocked. Vehicle may not be left unattended outside the Premises at any time.

Vehicles may be driven only in the T-hangar area to and from the T-hangar gate, only by a licensed driver.

ARTICLE III - RENTAL AND FEES

3.01 Rentals. For the privileges and rights herein granted, Tenant shall pay City the sum of \$220.00 per month in arrears throughout the term of this Agreement. In the event the commencement or expiration date of this Agreement falls on any date other than the first or last of a calendar month, the applicable rental for that month shall be pro-rated on a daily basis.

12-1003-229/154896_4/CBP-T-Hangar CC-4
HSBP-1112-L-DA00335

Lessor: _____

Government: _____

3.02 Delinquent Rentals. See Clause 23 of the General Clauses (Exhibit B) attached hereto and made a part hereof, which references 48 CFR 552.232-75 Prompt Payment (SEP 1999).

3.03 Place of Payment. All rentals, fees or other charges provided herein shall be by Electronic Funds Transfer to City.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.01 Tenant's Responsibilities. Tenant shall maintain the Premises in a clean, neat and sanitary condition, free of sand, trash, refuse and debris and shall promptly report to City any defects in the Premises requiring maintenance. Tenant further agrees that it shall, before storing aircraft on the Premises, provide a metal drip pan to be placed under any part of the aircraft, which may leak fuel or lubricants. Tenant shall be liable for the cost of repairs to the Premises.

4.02 DISCLAIMER OF WARRANTY. CITY EXPRESSLY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE ARISE BY OPERATION OF LAW. CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE AND THAT THE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. TENANT AGREES THAT IT IS ACCEPTING THE PREMISES "AS IS".

4.03 Compliance. Tenants, employees, invitees and subcontractors shall abide by all Airport rules and state, federal and local statutes and regulations, including environmental laws regarding the handling, discharge, release and dumping of hazardous substances. Tenant shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines or application of hazardous substances. Tenant shall indemnify the City for any violation of an environmental law and shall immediately notify City of any correspondence received from regulatory agencies on this matter. City reserves the right to "self help" or similar remedy in order to minimize any damages, expenses, penalties and related fees and costs, arising from or related to a violation of any law on, under or about the Premises.

ARTICLE V - ASSIGNMENT, TRANSFER AND SUBLETTING

Tenant shall not sell, assign, sublet or transfer any rights or privileges granted by this Agreement without the prior written approval of the Director of Aviation.

ARTICLE VI - CANCELLATION

This Agreement shall be subject to immediate cancellation by the City in the event Tenant shall:

1. Be in arrears in the payment of all or part of the rental amount for a period of three (3) days after Tenant is notified that payment was not received when due:

12-1003-229/154896_4/CBP-T-Hangar CC-4
HSBP-1112-L-DA00335

Page 4 of 9

Lessor: _____

Government: _____

2. Default in the performance of any covenants, conditions or agreements required herein to be kept and performed by Tenant for a period of ten (10) days after Tenant has been notified of such default, except for a violation of Article V;
3. Make any general assignment for the benefit of creditors;
4. Sell, assign, sublet or transfer any rights or privileges of this Agreement without the written approval of the Director of Aviation as required in Article V of this Agreement; or
5. Violate any of the provisions of Article II, Paragraph 2.02.

In any of the aforesaid events, the City may cancel this Agreement immediately and take immediate possession of the Premises, including any and all improvements therein, and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of the City to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of the City to cancel this Agreement by reason of any subsequent violation of the terms herein.

No receipt or acceptance of money by the City from Tenant after the cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit, or imply consent for any action for which City's consent is required or operate as a waiver of any right of City to retake and resume possession of the Premises.

ARTICLE VII - SURRENDER OF POSSESSION

Upon the expiration or cancellation of this Agreement, Tenant's rights, privileges and use of all premises and facilities shall cease and Tenant shall immediately surrender the same. Tenant shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear accepted.

ARTICLE VIII - INDEMNIFICATION

Tenant agrees to indemnify and hold City, its officers, agents, and employees harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the use of the Premises by Tenant, or from any breach on the part of Tenant of any terms of this Agreement, or from any act of negligence of Tenant, its agents, employees, contractors, or licensees in or about the Premises. In case of any action or proceeding brought against City by reason of any such claim, Tenant, upon notice from City, agrees to defend the action or proceeding by counsel acceptable to City.

12-1003-229/154896_4/CBP-T-Hangar CC-4
HSBP-1112-L-DA00335

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Lessor: _____

Government: _____

ARTICLE IX - GENERAL PROVISIONS

9.01 Liability for Property Damage. City shall not be liable for damage or loss to aircraft or other personal property stored on the Premises. Tenant agrees that its aircraft and other personal property is stored at Tenant's sole risk.

9.02 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.03 Nondiscrimination Assurances.

- (1) Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, national origin, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart.
- (2) Tenant covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities in compliance with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.
- (3) Tenant, for themselves, heirs, personal representative, successors and assignees do hereby covenant and agree to abide by local, state and federal guidelines regarding nondiscrimination, including Title VI, the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- (4) Tenant does covenant that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color or nation original shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.

9.04 Notices. All notices to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

CITY:	City Clerk City of El Paso 2 Civic Center Plaza El Paso, Texas 79999
with a copy to:	Director of Aviation El Paso International Airport 6701 Convair Road El Paso, Texas 79925-1099
TENANT:	U.S. Department of Homeland Security Customs and Border Protection Air & Marine Facilities Attn: Lease Acquisition and Administration Branch 150 Westpark Way, Suite 300 Euless, Texas 76040

9.05 Inspection of Premises. The Director of Aviation or his designee shall have the right, at any time, to inspect the Premises for any purpose.

9.06 Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto.

ARTICLE X – GENERAL CLAUSES

See Exhibit B, General Clauses, are attached hereto and made a part hereof of this Agreement.

ARTICLE XI – REPRESENTATIONS AND CERTIFICATIONS

See Exhibit C, Representations and Certifications, are attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this _____
day of _____ 2013.

THE CITY OF EL PASO

Monica Lombraña, A.A.E.
Director of Aviation

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Jerry L. Bettendorf
Deputy Director of Aviations-Operations

TENANT:
U.S. DEPARTMENT OF HOMELAND SECURITY
Customs and Border Protection
Air & Marine Facilities

By: _____
Printed Name: Dennis H. Haessig
Title: Realty Contracting Officer, Air Maine Facilities

WORK PHONE: (817) 868-8964

EMERGENCY PHONE: _____

EMAIL: DENNIS.HAESSIG@cbp.dhs.gov

T-HANGAR/TIE-DOWN/HEAVY AIRCRAFT PARKING AGREEMENTS

EMERGENCY CONTACT

Name: _____

Address: _____

Work Phone: _____

Cell Phone: _____

OTHER AIRCRAFT USERS

Name: _____

Cell Phone: _____

Address: _____

STATE OF TEXAS)
)
COUNTY OF EL PASO) **T-HANGAR RENTAL AGREEMENT**
) **LEASE NO. HSBP-1112-L-DA00336**

THIS T-HANGAR RENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the CITY OF EL PASO (hereinafter referred to as "City") and U.S. DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION AIR & MARINE FACILITIES (hereinafter referred to as "Tenant" or "Government").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the City and Tenant agree as follows:

ARTICLE I - TERM

The Term of this Agreement shall begin on February 1, 2013 through September 30, 2017 ("Primary Term). Tenant may upon expiration of the primary term, exercise its option to renew this Agreement, from October 1 to September 30 on an annual basis for an additional five year period. Should Tenant hold over the expiration of the primary Term, or any extension thereof, such tenancy shall be from month to month on all terms, covenants and conditions of this Agreement, provided adequate appropriations are provided by Congress for the payment of Rentals.

Government may terminate this Lease at any time by giving at least 120 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of the mailing indicated by the postmark."

ARTICLE II - PREMISES

City hereby rents to Tenant the premises described in paragraph 2.01, Description of Premises, of this Article subject to the terms, conditions, covenants and agreements set forth herein and to any ordinances, rules and regulations having effect at the Airport, at any time during the term of this Agreement

2.01 Description of Premises. The Premises herein leased are known as T-Hangar CC-2 (hereinafter referred to as "Premises"), more fully described in Exhibit A, hereto attached and incorporated herein.

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HSBP-1112-L-DA00336

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Lessor: _____

Government: _____

2.02 Use of Premises. Tenant agrees and acknowledges that the Premises are being leased for the purpose of housing the aircraft described below, together with such items or equipment reasonably necessary to keep the Premises or the aircraft clean, and to perform preventive aircraft maintenance.

Make: VARIOUS Number of Engines: VARIOUS
Model: VARIOUS Number of Seats: VARIOUS
Year: VARIOUS Aircraft Registration Number: VARIOUS
Other Registered Owners: N/A

**Tenant agrees that such aircraft to be stored shall not be so large as to preclude the closing of the doors.

Tenant warrants that he/she is a registered owner of such aircraft to be stored on the Premises. Tenant shall immediately notify the Director of Aviation, in writing, of the description of any aircraft hangared in the T-Hangar, which is different from the aircraft described hereinabove, or of any change in registered ownership of said aircraft. **On or before the commencement date of this Agreement, Tenant shall provide a copy of the permanent FAA Certificate of Aircraft Registration establishing Tenant's ownership of the Aircraft being stored.** If ownership is evidenced by a lease, such lease must be an exclusive-use lease wherein Tenant is the ONLY authorized user of the aircraft. Upon the request of the Director of Aviation, Tenant will provide a copy of said lease.

2.03 General Privileges. City shall provide Tenant with access to the Premises, taxiways, ramps, and runways for aircraft operations, as needed. City shall further provide Tenant with a security gate access card (Security Identification Display Area (SIDA) badge) badge upon receipt of payment to City in the non-refundable amount of ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. The annual renewal fee is TWENTY-FIVE DOLLARS (\$25.00) per SIDA badge. In the case of a corporate or government tenant, where more than one SIDA badge is required, City, in its sole discretion, shall issue a reasonable number of such SIDA badges, upon receipt of payment of FIFTEEN DOLLARS (\$15.00) for each additional SIDA badge to be issued. The reimbursement cost to the City for lost or unreturned SIDA badges shall be ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return all SIDA badge(s) to the Director of Aviation. Any amounts paid by Tenant, for the issuance of such SIDA badges, shall be refunded to Tenant upon return of such SIDA badges; provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the SIDA badges are returned in a good and useable condition as determined solely by the Director of Aviation. City, in its sole discretion, may increase its fees related to SIDA badges, and Tenant will be advised of any increase.

City shall also provide Tenant with a padlock and key to be used to secure the Premises upon receipt of a refundable payment of THIRTY DOLLARS (\$30.00). Tenant agrees that the Premises may be secured only by this padlock and that any other padlock or other securing device placed on the T-Hangar will be removed by City immediately without notice to Tenant and without any liability to City. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return such padlock to the Director of Aviation. Any amounts paid by Tenant for issuance of such padlock shall be refunded to Tenant upon return of such padlock, provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the padlock is returned in a good and useable condition, as determined solely by the Director of Aviation.

2.04 Use Restrictions. Tenant agrees that storage of any items not listed in paragraph 2.02 of this Agreement, including, but not limited to, materials or equipment, spare parts, tools (other than hand held tools), is prohibited. Tenant shall not make any changes or alterations to the Premises.

Tenant agrees that failure of Tenant, its agents, employees, invitees, or servants to comply with this paragraph shall result in a material breach of this Agreement and shall permit City to pursue the remedies as set forth in paragraph VI hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which City may resort cumulatively, or in the alternative.

2.05 Use of Restricted Area. Tenant agrees that its agents, employees, servants, invitees, and all other third parties must be individually authorized by the Director of Aviation to enter the Restricted Areas of the Airport. Tenant agrees that in the event that the Federal Aviation Administration assesses a civil penalty against the Airport as a result of any act or failure to act on the part of Tenant, its agents, employees, servants, and invitees, Tenant will immediately reimburse City in the amount of the civil penalty assessed. Tenant agrees that entry into such area shall be in accordance with the El Paso City Code and FAA regulations, including the Airport Security Plan.

2.06 Motor Vehicles. Short-term vehicle parking is allowed within the Premises while the aircraft is out. Vehicles may be parked on the pavement adjacent to the Premises only when Tenant is present, provided taxiway access is not blocked. Vehicle may not be left unattended outside the Premises at any time.

Vehicles may be driven only in the T-hangar area to and from the T-hangar gate, only by a licensed driver.

ARTICLE III - RENTAL AND FEES

3.01 Rentals. For the privileges and rights herein granted, Tenant shall pay City the sum of \$220.00 per month in arrears throughout the term of this Agreement. In the event the commencement or expiration date of this Agreement falls on any date other than the first or last of a calendar month, the applicable rental for that month shall be pro-rated on a daily basis.

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HSBP-1112-L-DA0336

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Lessor: _____

Government: _____

3.02 Delinquent Rentals. See Clause 23 of the General Clauses (Exhibit B) attached hereto and made a part hereof, which references 48 CFR 552.232-75 Prompt Payment (SEP 1999).

3.03 Place of Payment. All rentals, fees or other charges provided herein shall be paid by Electronic Funds Transfer to City.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.01 Tenant's Responsibilities. Tenant shall maintain the Premises in a clean, neat and sanitary condition, free of sand, trash, refuse and debris and shall promptly report to City any defects in the Premises requiring maintenance. Tenant further agrees that it shall, before storing aircraft on the Premises, provide a metal drip pan to be placed under any part of the aircraft, which may leak fuel or lubricants. Tenant shall be liable for the cost of repairs to the Premises.

4.02 DISCLAIMER OF WARRANTY. CITY EXPRESSLY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE ARISE BY OPERATION OF LAW. CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE AND THAT THE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. TENANT AGREES THAT IT IS ACCEPTING THE PREMISES "AS IS".

4.03 Compliance. Tenants, employees, invitees and subcontractors shall abide by all Airport rules and state, federal and local statutes and regulations, including environmental laws regarding the handling, discharge, release and dumping of hazardous substances. Tenant shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines or application of hazardous substances. Tenant shall indemnify the City for any violation of an environmental law and shall immediately notify City of any correspondence received from regulatory agencies on this matter. City reserves the right to "self help" or similar remedy in order to minimize any damages, expenses, penalties and related fees and costs, arising from or related to a violation of any law on, under or about the Premises.

ARTICLE V - ASSIGNMENT, TRANSFER AND SUBLETTING

Tenant shall not sell, assign, sublet or transfer any rights or privileges granted by this Agreement without the prior written approval of the Director of Aviation.

ARTICLE VI - CANCELLATION

This Agreement shall be subject to immediate cancellation by the City in the event Tenant shall:

1. Be in arrears in the payment of all or part of the rental amount for a period of three (3) days after Tenant is notified that payment was not received when due;
2. Default in the performance of any covenants, conditions or agreements required herein to be kept and performed by Tenant for a period of ten (10) days after Tenant has been notified of such default, except for a violation of Article V;
3. Make any general assignment for the benefit of creditors;
4. Sell, assign, sublet or transfer any rights or privileges of this Agreement without the written approval of the Director of Aviation as required in Article V of this Agreement; or
5. Violate any of the provisions of Article II, Paragraph 2.02.

In any of the aforesaid events, the City may cancel this Agreement immediately and take immediate possession of the Premises, including any and all improvements therein, and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of the City to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of the City to cancel this Agreement by reason of any subsequent violation of the terms herein.

No receipt or acceptance of money by the City from Tenant after the cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit, or imply consent for any action for which City's consent is required or operate as a waiver of any right of City to retake and resume possession of the Premises.

ARTICLE VII - SURRENDER OF POSSESSION

Upon the expiration or cancellation of this Agreement, Tenant's rights, privileges and use of all premises and facilities shall cease and Tenant shall immediately surrender the same. Tenant shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear accepted.

ARTICLE VIII - INDEMNIFICATION

Tenant agrees to indemnify and hold City, its officers, agents, and employees harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the use of the Premises by Tenant, or from any breach on the part of Tenant of any terms of this Agreement, or from any act of negligence of Tenant, its agents, employees, contractors, or licensees in or about the Premises. In case of any action or

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HSBP-1112-L-DA0336

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Lessor: _____

Government: _____

proceeding brought against City by reason of any such claim, Tenant, upon notice from City, agrees to defend the action or proceeding by counsel acceptable to City.

ARTICLE IX - GENERAL PROVISIONS

9.01 Liability for Property Damage. City shall not be liable for damage or loss to aircraft or other personal property stored on the Premises. Tenant agrees that its aircraft and other personal property is stored at Tenant's sole risk.

9.02 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.03 Nondiscrimination Assurances.

- (1) Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, national origin, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart.
- (2) Tenant covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities in compliance with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.
- (3) Tenant, for themselves, heirs, personal representative, successors and assignees do hereby covenant and agree to abide by local, state and federal guidelines regarding nondiscrimination, including Title VI, the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- (4) Tenant does covenant that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color or nation original shall be excluded from participation in, denied the benefits of, or otherwise by

subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.

9.04 Notices. All notices to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

CITY: City Clerk
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79999

with a copy to: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

TENANT: U.S. Department of Homeland Security
Customs and Border Protection
Air & Marine Facilities
Attn: Lease Acquisition and Administration Branch
150 Westpark Way, Suite 300
Euless, Texas 76040

9.05 Inspection of Premises. The Director of Aviation or his designee shall have the right, at any time, to inspect the Premises for any purpose.

9.06 Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto.

ARTICLE X – GENERAL CLAUSES

Exhibit B, General Clauses, are attached hereto and made a part hereof of this Agreement.

ARTICLE I – REPRESENTATIONS AND CERTIFICATIONS

Exhibit C, Representations and Certifications, are attached hereto and made a part of this Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this _____
day of _____ 2013.

THE CITY OF EL PASO

Monica Lombraña, A.A.E.
Director of Aviation

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Jerry L. Bettendorf
Deputy Director of Aviations-Operations

TENANT:
U.S. DEPARTMENT OF HOMELAND SECURITY
Customs and Border Protection
Air & Marine Facilities

By: _____
Printed Name: Dennis H. Haessig
Title: Contracting Officer, Air Marine Facilities

WORK PHONE: (817) 868-8964

EMERGENCY PHONE: _____

EMAIL: DENNIS.HAESSIG@cbp.dhs.gov

T-HANGAR/TIE-DOWN/HEAVY AIRCRAFT PARKING AGREEMENTS

EMERGENCY CONTACT

Name: _____

Address: _____

Work Phone: _____

Cell Phone: _____

OTHER AIRCRAFT USERS

Name: _____

Cell Phone: _____

Address: _____

STATE OF TEXAS)
)
COUNTY OF EL PASO) **T-HANGAR RENTAL AGREEMENT**
) **LEASE NO. HSBP-1112-L-DA00338**

THIS T-HANGAR RENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the CITY OF EL PASO (hereinafter referred to as "City") and U.S. DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION AIR & MARINE FACILITIES (hereinafter referred to as "Tenant" or "Government").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the City and Tenant agree as follows:

ARTICLE I - TERM

The Term of this Agreement shall begin on February 1, 2013 through September 30, 2017 ("Primary Term). Tenant may upon expiration of the primary term, exercise its option to renew this Agreement, from October 1 to September 30 on an annual basis for an additional five year period. Should Tenant hold over the expiration of the primary Term, or any extension thereof, such tenancy shall be from month to month on all terms, covenants and conditions of this Agreement, provided adequate appropriations are provided by Congress for the payment of Rentals.

Government may terminate this Lease at any time by giving at least 120 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of the mailing indicated by the postmark."

ARTICLE II - PREMISES

City hereby rents to Tenant the premises described in paragraph 2.01, Description of Premises, of this Article subject to the terms, conditions, covenants and agreements set forth herein and to any ordinances, rules and regulations having effect at the Airport, at any time during the term of this Agreement

2.01 Description of Premises. The Premises herein leased are known as T-Hangar W-4 (hereinafter referred to as "Premises"), more fully described in Exhibit A, hereto attached and incorporated herein.

2.02 Use of Premises. Tenant agrees and acknowledges that the Premises are being leased for the purpose of housing the aircraft described below, together with such items or equipment reasonably necessary to keep the Premises or the aircraft clean, and to perform preventive aircraft maintenance.

Make: VARIOUS Number of Engines: VARIOUS
Model: VARIOUS Number of Seats: VARIOUS
Year: VARIOUS Aircraft Registration Number: VARIOUS
Other Registered Owners: N/A

**Tenant agrees that such aircraft to be stored shall not be so large as to preclude the closing of the doors.

Tenant warrants that he/she is a registered owner of such aircraft to be stored on the Premises. Tenant shall immediately notify the Director of Aviation, in writing, of the description of any aircraft hangared in the T-Hangar, which is different from the aircraft described hereinabove, or of any change in registered ownership of said aircraft. **On or before the commencement date of this Agreement, Tenant shall provide a copy of the permanent FAA Certificate of Aircraft Registration establishing Tenant's ownership of the Aircraft being stored.** If ownership is evidenced by a lease, such lease must be an exclusive-use lease wherein Tenant is the ONLY authorized user of the aircraft. Upon the request of the Director of Aviation, Tenant will provide a copy of said lease.

2.03 General Privileges. City shall provide Tenant with access to the Premises, taxiways, ramps, and runways for aircraft operations, as needed. City shall further provide Tenant with a security gate access card (Security Identification Display Area (SIDA) badge) badge upon receipt of payment to City in the non-refundable amount of ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. The annual renewal fee is TWENTY-FIVE DOLLARS (\$25.00) per SIDA badge. In the case of a corporate or government tenant, where more than one SIDA badge is required, City, in its sole discretion, shall issue a reasonable number of such SIDA badges, upon receipt of payment of FIFTEEN DOLLARS (\$15.00) for each additional SIDA badge to be issued. The reimbursement cost to the City for lost or unreturned SIDA badges shall be ONE HUNDRED DOLLARS (\$100.00) per SIDA badge. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return all SIDA badge(s) to the Director of Aviation. Any amounts paid by Tenant, for the issuance of such SIDA badges, shall be refunded to Tenant upon return of such SIDA badges; provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the SIDA badges are returned in a good and useable condition as determined solely by the Director of Aviation. City, in its sole discretion, may increase its fees related to SIDA badges, and Tenant will be advised of any increase.

City shall also provide Tenant with a padlock and key to be used to secure the Premises upon receipt of a refundable payment of THIRTY DOLLARS (\$30.00). Tenant agrees that the Premises may be secured only by this padlock and that any other padlock or other securing device placed on the T-Hangar will be removed by City immediately without notice to Tenant and without any liability to City. Upon expiration or cancellation of this Agreement for whatever reason, Tenant shall immediately return such padlock to the Director of Aviation. Any amounts paid by Tenant for issuance of such padlock shall be refunded to Tenant upon return of such padlock, provided Tenant is not in default of any terms, conditions or covenants of this Agreement and that the padlock is returned in a good and useable condition, as determined solely by the Director of Aviation.

2.04 Use Restrictions. Tenant agrees that storage of any items not listed in paragraph 2.02 of this Agreement, including, but not limited to, materials or equipment, spare parts, tools (other than hand held tools), is prohibited. Tenant shall not make any changes or alterations to the Premises.

Tenant agrees that failure of Tenant, its agents, employees, invitees, or servants to comply with this paragraph shall result in a material breach of this Agreement and shall permit City to pursue the remedies as set forth in paragraph VI hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which City may resort cumulatively, or in the alternative.

2.05 Use of Restricted Area. Tenant agrees that its agents, employees, servants, invitees, and all other third parties must be individually authorized by the Director of Aviation to enter the Restricted Areas of the Airport. Tenant agrees that in the event that the Federal Aviation Administration assesses a civil penalty against the Airport as a result of any act or failure to act on the part of Tenant, its agents, employees, servants, and invitees, Tenant will immediately reimburse City in the amount of the civil penalty assessed. Tenant agrees that entry into such area shall be in accordance with the El Paso City Code and FAA regulations, including the Airport Security Plan.

2.06 Motor Vehicles. Short-term vehicle parking is allowed within the Premises while the aircraft is out. Vehicles may be parked on the pavement adjacent to the Premises only when Tenant is present, provided taxiway access is not blocked. Vehicle may not be left unattended outside the Premises at any time.

Vehicles may be driven only in the T-hangar area to and from the T-hangar gate, only by a licensed driver.

ARTICLE III - RENTAL AND FEES

3.01 Rentals. For the privileges and rights herein granted, Tenant shall pay City the sum of \$110.00 per month in arrears throughout the term of this Agreement. In the event the commencement or expiration date of this Agreement falls on any date other than the first or last of a calendar month, the applicable rental for that month shall be pro-rated on a daily basis.

12-1003-229/154900_4/CBP-T-Hangar W4
HSBP-1112-L-DA00338

Lessor: _____

Government: _____

3.02 Delinquent Rentals. See Clause 23 of the General Clauses (Exhibit B) attached hereto and made a part hereof, which references 48 CFR 552.232-75 Prompt Payment (SEP 1999).

3.03 Place of Payment. All rentals, fees or other charges provided herein shall be by Electronic Funds Transfer to City.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.01 Tenant's Responsibilities. Tenant shall maintain the Premises in a clean, neat and sanitary condition, free of sand, trash, refuse and debris and shall promptly report to City any defects in the Premises requiring maintenance. Tenant further agrees that it shall, before storing aircraft on the Premises, provide a metal drip pan to be placed under any part of the aircraft, which may leak fuel or lubricants. Tenant shall be liable for the cost of repairs to the Premises.

4.02 DISCLAIMER OF WARRANTY. CITY EXPRESSLY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY OTHERWISE ARISE BY OPERATION OF LAW. CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS IN THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE AND THAT THE ESSENTIAL FACILITIES WILL REMAIN IN A SUITABLE CONDITION. TENANT AGREES THAT IT IS ACCEPTING THE PREMISES "AS IS".

4.03 Compliance. Tenants, employees, invitees and subcontractors shall abide by all Airport rules and state, federal and local statutes and regulations, including environmental laws regarding the handling, discharge, release and dumping of hazardous substances. Tenant shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines or application of hazardous substances. Tenant shall indemnify the City for any violation of an environmental law and shall immediately notify City of any correspondence received from regulatory agencies on this matter. City reserves the right to "self help" or similar remedy in order to minimize any damages, expenses, penalties and related fees and costs, arising from or related to a violation of any law on, under or about the Premises.

ARTICLE V - ASSIGNMENT, TRANSFER AND SUBLETTING

Tenant shall not sell, assign, sublet or transfer any rights or privileges granted by this Agreement without the prior written approval of the Director of Aviation.

ARTICLE VI - CANCELLATION

This Agreement shall be subject to immediate cancellation by the City in the event Tenant shall:

1. Be in arrears in the payment of all or part of the rental amount for a period of three (3) days after Tenant is notified that payment was not received when due;
2. Default in the performance of any covenants, conditions or agreements required herein to be kept and performed by Tenant for a period of ten (10) days after Tenant has been notified of such default, except for a violation of Article V;
3. Make any general assignment for the benefit of creditors;
4. Sell, assign, sublet or transfer any rights or privileges of this Agreement without the written approval of the Director of Aviation as required in Article V of this Agreement; or
5. Violate any of the provisions of Article II, Paragraph 2.02.

In any of the aforesaid events, the City may cancel this Agreement immediately and take immediate possession of the Premises, including any and all improvements therein, and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of the City to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of the City to cancel this Agreement by reason of any subsequent violation of the terms herein.

No receipt or acceptance of money by the City from Tenant after the cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit, or imply consent for any action for which City's consent is required or operate as a waiver of any right of City to retake and resume possession of the Premises.

ARTICLE VII - SURRENDER OF POSSESSION

Upon the expiration or cancellation of this Agreement, Tenant's rights, privileges and use of all premises and facilities shall cease and Tenant shall immediately surrender the same. Tenant shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear accepted.

ARTICLE VIII - INDEMNIFICATION

Tenant agrees to indemnify and hold City, its officers, agents, and employees harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney's fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the use of the Premises by Tenant, or from any breach on the part of Tenant of any terms of this Agreement, or from any act of negligence of Tenant, its agents, employees, contractors, or licensees in or about the Premises. In case of any action or

12-1003-229/154900_4/CBP-T-Hangar W4
HSBP-1112-L-DA00338

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Lessor: _____

Government: _____

proceeding brought against City by reason of any such claim, Tenant, upon notice from City, agrees to defend the action or proceeding by counsel acceptable to City.

ARTICLE IX - GENERAL PROVISIONS

9.01 Liability for Property Damage. City shall not be liable for damage or loss to aircraft or other personal property stored on the Premises. Tenant agrees that its aircraft and other personal property is stored at Tenant's sole risk.

9.02 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.03 Nondiscrimination Assurances.

- (1) Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, national origin, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart.
- (2) Tenant covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities in compliance with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.
- (3) Tenant, for themselves, heirs, personal representative, successors and assignees do hereby covenant and agree to abide by local, state and federal guidelines regarding nondiscrimination, including Title VI, the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- (4) Tenant does covenant that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color or nation original shall be excluded from participation in, denied the benefits of, or otherwise by

subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended.

9.04 Notices. All notices to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

CITY: City Clerk
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79999

with a copy to: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

TENANT: U.S. Department of Homeland Security
Customs and Border Protection
Air & Marine Facilities
Attn: Lease Acquisition and Administration Branch
150 Westpark Way, Suite 300
Euless, Texas 76040

9.05 Inspection of Premises. The Director of Aviation or his designee shall have the right, at any time, to inspect the Premises for any purpose.

9.06 Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto.

ARTICLE X – GENERAL CLAUSES

See Exhibit B, General Clauses, are attached hereto and made a part hereof of this Agreement.

ARTICLE XI – REPRESENTATIONS AND CERTIFICATIONS

See Exhibit C, Representations and Certifications are attached hereo and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this _____
day of _____ 2013.

THE CITY OF EL PASO

Monica Lombraña, A.A.E.
Director of Aviation

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Jerry L. Bettendorf
Deputy Director of Aviations-Operations

TENANT:
U.S. DEPARTMENT OF HOMELAND SECURITY
Customs and Border Protection
Air & Marine Facilities

By: _____
Printed Name: Dennis H. Haessig
Title: Realty Contracting Officer, Air Marine Facilities

WORK PHONE: (817) 868-8964
EMERGENCY PHONE: _____

EMAIL: DENNIS.HAESSIG@cbp.dhs.gov

T-HANGAR/TIE-DOWN/HEAVY AIRCRAFT PARKING AGREEMENTS

EMERGENCY CONTACT

Name: _____

Address: _____

Work Phone: _____

Cell Phone: _____

OTHER AIRCRAFT USERS

Name: _____

Cell Phone: _____

Address: _____